

OCT 04 2017

DON A. ANDERSON (SBN 141947)
District Attorney, County of Lake
RACHEL MONTEN (SBN 304604)
Deputy District Attorney
255 North Forbes Street
Lakeport, CA 95453
Telephone: (707) 263-2251

*Attorneys for Plaintiff,
The People of the State of California*

**FILED
SUPERIOR COURT
COUNTY OF LAKE**

OCT 11 2017

BY Krista D. LeVier
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LAKE**

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

vs.

FRANK MCHUGH, an individual,

Defendant.

CASE NO.: **W417841**

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION; FINAL JUDGMENT AND
PERMANENT INJUNCTION; AND
[PROPOSED] ORDER**

Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA ("The People"), generally appearing through its attorneys: Don A. Anderson, District Attorney of Lake County by Deputy District Attorney Rachel Monten; and Defendant, FRANK MCHUGH ("Defendant"), generally appearing through his attorneys: Bird, Marella, Boxer, Wolport, Nessim, Drooks, Lincenberg & Rhow, P.C. by Kimberley M. Miller (collectively "the Parties");

HEREBY STIPULATE AND AGREE AS FOLLOWS:

The Final Judgment and Permanent Injunction contained herein may be entered by the Court in the above-entitled matter. The Parties mutually consent to entry of the Final Judgment and Permanent Injunction in this matter prior to the taking of proof and without trial or adjudication of any fact or law herein.

1 This Final Judgment and Injunction is a fair and reasonable resolution of the matters
2 alleged in the Complaint.

3 The Parties agree to waive their right to appeal.

4 The Parties agree that this Final Judgment and Injunction shall become effective upon
5 entry and execution by the Court ("Effective Date") and Notice of Entry of Judgment is hereby
6 waived.

7 In any subsequent action that may be brought by the People based on any Reserved
8 Claim as defined in Section 7.1, *infra*, Defendant agrees that he will not assert that failing to
9 pursue any Reserved Claim as part of this action constitutes claim-splitting. However, the
10 Parties agree that Defendant is not precluded from asserting the statute of limitations or any other
11 defense that may be applicable to any Reserved Claims.

12 The Final Judgment and Injunction contains the following free and voluntary admissions
13 by Defendant of certain facts and violations of law in the above-entitled matter.

14 **1. ADMISSIONS**

15 **1.1 Admissions by Defendant of Certain Facts and Violations of Law**

16 Defendant, and any Agent or Employee as defined in Section 4, *infra*, who acted on
17 Defendant's behalf at the Property as defined in Section 4, *infra*, have been informed by counsel
18 of the violations of law at issue in this matter, and now knowingly understand the provisions and
19 statutory requirements of the laws and regulations cited herein.

20 Defendant admits the following:

21 1.1.a. That, between August 1, 2016 and September 25, 2016, Defendant
22 continuously and improperly stored hazardous waste, to wit, asbestos-containing demolition
23 debris, at the Property, a point not authorized by law, in violation of Health and Safety Code
24 section 25189.2(d);

25 1.1.b. That, between August 1, 2016 and September 25, 2016, Defendant
26 violated a regulation, to wit, section 66262.34(a)(1)(A) of Title 22 of the California Code of
27 Regulations, by failing to hold the above-named hazardous waste in containers at the Property, in
28 violation of Health and Safety Code section 25189.2(b);

1 1.1.c. That, between August 1, 2016 and September 25, 2016, Defendant, as the
2 owner of the Property, violated Lake County AQMD Rule 467, Part III(B)(1)(j) by failing to
3 properly manage removed regulated asbestos-containing material ("RACM") at the Property;

4 1.1.d. That, between August 1, 2016 and September 25, 2016, each of the
5 abovementioned violations constitute violations of Business and Professions Code section 17200
6 as business practices that are prohibited by law.

7 **1.2 Defendant's Admissions in Subsequent Proceedings**

8 Defendant agrees that the admissions of liability contained in Paragraph 1.1, *supra*, and
9 the factual basis for any allegation contained within the Complaint, shall not be disputed by
10 Defendant, nor any Agent asserting a claim or defense on his behalf, in any subsequent criminal
11 or civil proceeding that may be brought by the People, the County of Lake, or the State of
12 California, and that these admissions of liability can be used against Defendant in any
13 subsequent enforcement action by the People, the County of Lake, or the State of California
14 without the need to establish the underlying facts supporting each of the admissions.

15 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

16 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

17 **2. JURISDICTION**

18 The Parties have generally appeared before the Superior Court of California, County of
19 Lake, which by virtue of said general appearance has jurisdiction over the matters alleged in this
20 action and the Parties to this Final Judgment and Permanent Injunction.

21 **3. SETTLEMENT OF DISPUTED CLAIMS**

22 The Court finds that this Final Judgment contains admissions by Defendant of certain
23 facts and violations of law in the above-entitled matter; that this Final Judgment and Permanent
24 Injunction is a fair and reasonable resolution of the matters alleged in the Complaint, and;
25 pursuant to the agreement of the Parties:

26 3.1 The Final Judgment and Permanent Injunction may be entered in this
27 matter prior to the taking of proof and without trial or adjudication of any fact or law contained
28 herein;

3.2 The right to appeal is hereby waived;

3.3 Notice of Entry of Judgment is hereby waived;

3.4 Defendant shall not assert that failing to pursue any Reserved Claim as defined in Section 7.1, *infra*, as part of this action constitutes claim-splitting. However, Defendant is not precluded from asserting the statute of limitations or any other defense that may be applicable to any Reserved Claims.

4. DEFINITIONS

Except where otherwise expressly defined in this Final Judgment and Permanent Injunction, all terms shall be interpreted consistent with the Hazardous Waste Control Law (Health & Saf. Code §§ 25100-25259); the National Emissions Standards for Hazardous Air Pollutants ("NESHAP") as incorporated by reference into Lake County Air Quality Management District ("Lake AQMD") Rule 467 and enforced under Health and Safety Code sections 42330-42454; and the Unfair Competition Law (Bus. & Prof. Code §§ 17200 *et seq*); and the regulations promulgated under these sections.

"Property" means Defendant's property located at 6900 Frontage Road in Lucerne, California 95458, within the County of Lake (Assessor's Parcel No. 006-401-17).

"Current Properties" means any of Defendant's real property that he currently owns or develops for-profit within the State of California, including any property owned by Defendant personally, or by any partnership, foundation, corporation, or other entity of which he is the legal or beneficial owner. The specific list of these properties is attached as **Exhibit A**.

"Included Properties" means Defendant's Current Properties, plus any real property owned or acquired subsequent to the Effective Date of this Final Judgment by Defendant, or by any partnership, foundation, corporation, or other entity of which he is the legal or beneficial owner, to be developed for-profit within the State of California.

"Agent" or "Employee" means any employee of McHugh Investments or its subsidiaries who was authorized to act, and did act, on Defendant's behalf with respect to the Property, as alleged in the Complaint. Excluded from the definition of Agent or Employee are Benjamin Farcas, Petru Belea, or any other local employee hired by Farcas or Belea in Lake County.

1 **5. INJUNCTIVE RELIEF**

2 **5.1 Applicability**

3 Subject to the Court's equitable powers, the provisions of this injunction are applicable to
4 Defendant and his agents, employees, partnerships, corporations, and other entities of which he
5 is the legal or beneficial owner, acting under, by, through, or on behalf of Defendant in
6 connection with the Included Properties, with actual or constructive knowledge of this
7 Injunction.

8 **5.2 Certification Form Signed by Defendant's Agents**

9 Within sixty (60) days of the Effective Date of this Final Judgment and Permanent
10 Injunction, Defendant must provide a copy of the certification form attached hereto as **Exhibit B**
11 to every Agent, Employee, and any and all independent construction, demolition, asbestos, and
12 general contractors and subcontractors employed by Defendant or acting on his behalf in
13 connection with all Current Properties. Defendant must obtain a signed copy of the certification
14 form for each of the above-described individuals. Defendant shall provide any duly authorized
15 representative of the People with copies of any certification form signed by any of the above-
16 described individuals at the People's request for a period of five (5) years.

17 **5.3 General Injunctive Provision**

18 Pursuant to the provisions of Health and Safety Code sections 25181 and 42400.7 and
19 Business and Professions Code section 17203, Defendant is permanently enjoined from violating
20 the Hazardous Waste Control Law, NESHAP, and the Unfair Competition Law at any Current or
21 Included Property, including any and all state or local regulations promulgated under these
22 statutes. Notwithstanding any other provision in this Final Judgment, nothing in this Final
23 Judgment shall relieve Defendant, or any Agent or Employee acting on his behalf in connection
24 with the Included Properties who has actual or constructive knowledge of this Injunction, from
25 complying with any and all applicable laws and regulations. No term of this Final Judgment
26 shall extend to Defendant's properties, if any, outside the state of California.

27 ///

28 ///

1 **5.4 Specific Injunctive Provisions**

2 Pursuant to the provisions of Health and Safety Code sections 25181 and 42400.7, and
3 Business and Professions Code section 17203, Defendant is permanently enjoined, restrained,
4 and prohibited from doing any of the following:

5 5.4.a. Improperly storing, or causing the improper storage, of any hazardous
6 waste at a point not authorized by law, in violation of Health and Safety Code section
7 25189.2(d), including, without limitation, at any Current or Included Property;

8 5.4.b. Failing to determine if any generated waste, including, but not limited to,
9 waste that is generated as a result of demolition or construction at any Current or Included
10 Property, is a hazardous waste, in violation of Title 22 of the California Code of Regulations
11 section 66262.11;

12 5.4.c. Failing to hold all hazardous waste in containers, or any container that is
13 not in good condition, at any Current or Included Property, in violation of Title 22 of the
14 California Code of Regulations sections 66262.34(a)(1)(A) and 66364.171;

15 5.4.d. Failing to properly manage, identify the date of accumulation, and label
16 containers of hazardous waste at any Current or Included Property, in violation of Title 22 of the
17 California Code of Regulations section 66262.34;

18 5.4.e. Failing to survey for the presence of RACM prior to demolition at any
19 Current or Included Property, in violation of Lake AQMD Rule 467, Part III(B)(1)(h), or the
20 equivalent local air district rule, and Health and Safety Code section 42402(a).

21 5.4.f. Failing to provide the relevant air district or other regulatory agency with a
22 written plan or notification of intent to demolish at any Current or Included Property, even where
23 no RACM is present, at least fourteen (14) days prior to demolition, in violation of Lake AQMD
24 Rule 467, Part III(A)(1)(a), or the equivalent local air district rule, and Health and Safety Code
25 section 42402(a).

26 5.4.g. Failing to properly manage RACM discovered after commencement of
27 demolition at any Current or Included Property, in violation of Lake AQMD Rule 467, Part
28 III(B)(1)(j), or the equivalent local air district rule, and Health and Safety Code section 42402(a).

1 **6. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND**
2 **COSTS**

3 6.1 **Civil Penalties**

4 Within ten (10) business days after entry of this Final Judgment, Defendant shall pay.
5 ONE HUNDRED SEVEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS
6 (\$107,675.00) as civil penalties pursuant to Health and Safety Code sections 25192(a) and
7 42405, and Business and Professions Code section 17206, in accordance with the terms of
8 **Exhibit C**, attached.

9 6.2 **Supplemental Environmental Projects (“SEPs”)**

10 Within ten (10) business days after entry of this Final Judgment, Defendant shall pay
11 ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for SEPs identified in, and in
12 accordance with the terms of **Exhibit D**, attached.

13 6.3 **Reimbursement of Costs of Investigation**

14 Within ten (10) business days after entry of this Final Judgment, Defendant shall pay
15 SIXTY-FIVE THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND EIGHTY-ONE
16 CENTS (\$65,150.81) for reimbursement of the costs of investigation to the entities identified in,
17 and in accordance with the terms of **Exhibit E**, attached.

18 6.4 **Payments and Expenditures**

19 All payments and expenditures set forth in paragraphs 6.1 through 6.3, *supra*, shall be
20 made by separate checks addressed to each party as set forth in Exhibits C through E and
21 delivered to the Circuit Prosecutor Project at the California District Attorneys’ Association, Attn.
22 Adria Villegas, 921 11th Street, Suite 300, Sacramento, California 95814, for distribution
23 pursuant to the terms of this Final Judgment.

24 **7. MATTERS COVERED BY THIS FINAL JUDGMENT**

25 7.1 This Final Judgment is a final and binding resolution, settlement and release of all
26 potential civil and criminal claims, violations or causes of action stemming from the violations of
27 law and operative facts alleged by the People in the Complaint against Defendant, and any Agent
28

1 or Employee who acted on his behalf. Any matter described in the previous sentence shall be
2 known as a "Covered Matter."

3 7.2 Any claim, violation, or cause of action that is not a Covered Matter is a
4 "Reserved Claim." Reserved Claims include any violation that occurs after the filing of this
5 Final Judgment and Permanent Injunction, and any claim, violation, or cause of action against
6 any of Defendant's independent contractors or subcontractors at the Property, including, but not
7 limited to, Benjamin Farcas and Petru Belea.

8 7.3 Nothing in this Final Judgment and Permanent Injunction releases Benjamin
9 Farcas or Petru Belea from any civil liability or criminal culpability for their individual acts at
10 the Property.

11 7.4 Any claim by Defendant, civil or administrative, against the People or against any
12 agency of the State of California, or any county or city in the State of California, or any local
13 agency, or against any of their officers, employees, representatives, agents, or attorneys, arising
14 out of or related to any Covered Matter are hereby merged into and extinguished by this Final
15 Judgment; provided, however, that if any of the abovementioned agencies initiate claims against
16 Defendant relating to a Covered Matter, Defendant retains any and all rights and defenses against
17 said agency, including but not limited to the defense of *res judicata*.

18 **8. EFFECT OF FINAL JUDGMENT**

19 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
20 intended, nor shall it be construed, to preclude the People, or any state, county, city, or local
21 agency, department, or board from exercising its authority under any law, statute, or regulation.

22 **9. NO WAIVER OF RIGHT TO ENFORCE**

23 The failure of the People to enforce any provision of this Final Judgment shall neither be
24 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment.
25 The failure of the People to enforce any such provision shall not preclude them from later
26 enforcing the same or any other provision of this Final Judgment. Except as expressly provided
27 in this Final Judgment, Defendant retains all defenses allowed by law to any such later
28 enforcement.

1 **10. INTERPRETATION**

2 This Final Judgment was drafted equally by the Parties. Accordingly, any and all rules of
3 construction including Civil Code section 1654 which provides that ambiguity is construed
4 against the drafting party shall not apply to the interpretation of this Final Judgment and
5 Permanent Injunction.

6 **11. INTEGRATION**

7 This Final Judgment constitutes the entire agreement between the Parties and may not be
8 amended or supplemented except as provided for herein. No oral advice, guidance, suggestions,
9 or comments by employees or officials of either Party regarding matters covered in this Final
10 Judgment shall be construed to relieve any Party of its obligations under this Final Judgment.
11 No oral representations have been made or relied upon other than as expressly set forth herein.

12 **12. FUTURE REGULATORY CHANGES**

13 Nothing in this Final Judgment shall excuse Defendant or his agent/s or employees from
14 meeting any more stringent requirement that may be imposed by applicable existing law or by
15 any change in the applicable law. To the extent any future statutory or regulatory change makes
16 Defendant's obligations less stringent than those provided for in this Final Judgment,
17 Defendant's compliance with the changed law shall be deemed compliance with this Final
18 Judgment.

19 **13. CONTINUING JURISDICTION**

20 The Court shall retain continuing jurisdiction to enforce the injunctive terms of this Final
21 Judgment and Permanent Injunction and to address any other matters arising out of or regarding
22 this Final Judgment.

23 **14. PAYMENT OF INVESTIGATION EXPENSES AND FEES**

24 Defendant shall make no request of the People to pay its attorneys' fees, costs, or any
25 other costs of investigation incurred to date.

26 **15. COUNTERPART SIGNATURES**

27 The stipulation for entry of this Final Judgment may be executed by the Parties in
28 counterparts.

1 **16. INCORPORATION OF EXHIBITS**

2 Exhibits A through E are incorporated herein by reference.

3 **17. MODIFICATION**

4 The injunctive provisions of this Final Judgment may be modified only by the Court
5 pursuant to the procedure described in Section 18, *infra*, or upon written consent by all of the
6 parties and the approval of the Court.

7 **18. TERMINATION OF PERMANENT INJUNCTION**

8 Any motion to modify, dissolve, or terminate all or some of the injunctive portions of this
9 Final Judgment and Permanent Injunction pursuant to Civil Code section 3424 and Code of Civil
10 Procedure section 533 may not be brought prior to the expiration of five (5) years from the
11 Effective Date of this Final Judgment. Any motion to terminate all or some of the injunctive
12 provisions of this Final Judgment by Defendant shall state the basis for termination and explain
13 the reason/s and rationale why the injunction is no longer necessary. Defendant, as the moving
14 party, shall bear the burden of establishing that the injunctive provisions in question are no
15 longer necessary to assure compliance with California law, and that Defendant has otherwise
16 demonstrated an affirmative history of substantial compliance with the terms of this Final
17 Judgment. If the People agree that Defendant has substantially complied with the injunctive
18 provisions at issue, they will file a statement of non-opposition to the motion submitted by
19 Defendant. If the People disagree, they will file an opposition setting forth their reasoning and
20 will recommend that the injunctive provisions at issue remain in effect. The Court will then
21 determine by a preponderance of the evidence whether or not Defendant has demonstrated an
22 affirmative history of substantial compliance with the terms of this Final Judgment and
23 Permanent Injunction, and whether or not the injunctive provisions in question shall remain in
24 effect or be modified, dissolved, or terminated. The termination of any injunctive provisions of
25 this Final Judgment shall have no effect on Defendant's obligation to comply with the
26 requirements imposed by applicable statute, regulation, ordinance, or law.

27 ///

28 ///

1 **IT IS SO STIPULATED.**

2
3 **FOR THE PEOPLE:**

4 Dated: 9/25, 2017.

DON A. ANDERSON
District Attorney, County of Lake

6
7 By: 


RACHEL COLLEEN MONTEN
Deputy District Attorney, County of Lake

9
10 **FOR FRANK MCHUGH:**

11 **REVIEWED AND APPROVED AS TO FORM AND CONTENT.**

12
13 Dated: 9/19, 2017.


BIRD MARELLA P.C.

14
15 By: 

KIMBERLEY M. MILLER
Attorneys for Frank McHugh

16
17
18
19 **IT IS SO ORDERED.**

20
21 Dated: 10-10, 2017

22 By:  Michael S. Lunas
JUDGE OF THE SUPERIOR COURT

PEOPLE v. FRANK MCHUGH

EXHIBIT A – “CURRENT PROPERTIES”

212 E Rosecrans Ave, Compton	5650 Range View Ave, Los Angeles
214 E Ave J12, Lancaster	6020 S Western Ave, Los Angeles
214 E Nugent St, Lancaster	6043 S Western, Los Angeles
214 W Kettering St, Lancaster	6080-6084 S Hoover Ave, Los Angeles
215 E Ave K, Lancaster	6200 S Figueroa St, Los Angeles
303 W Manchester Ave, Inglewood	6201 S Broadway, Los Angeles
321 E Ave J8, Lancaster	6215 S Broadway, Los Angeles
325 E Rosecrans Ave, Compton	6898-6900 Fronatge Rd, Lucerne
327 E Ave J8, Lancaster	7314-7318 S Western Ave, Los Angeles
342 E Lancaster Blvd, Lancaster	7405 S Western Ave, Los Angeles
351 & 363 E Ave K, Lancaster	7415-7419 S Western Ave, Los Angeles
356 E Kettering St, Lancaster	7851-7861 S Western Ave, Los Angeles
428 Langhorn, Lancaster	7856 S Western Ave, Los Angeles
485 W Compton Blvd, Compton	8134 S Alameda St, Huntington Park
493 E 47th St, Los Angeles	8415 S Western, Los Angeles
502 & 508 E Ave Q4, Palmdale	8418 S Main St, Los Angeles
521 E Lingard St, Lancaster	8911-8911 /12 S Western, Los Angeles
527 Kettering St, Lancaster	9129 S Vermont Ave, Los Angeles
613 W Ave J11, Lancaster	9248-50 Cedar, Bellflower
626 W Ave H12, Lancaster	9439 S Vermont, Los Angeles
647 W Ave J8, Lancaster	9802 S Normandie Ave, Los Angeles
665 W Altadena Dr, Altadena	10107 E Ave R14, Littlerock
727-739 W Pacific Coast Hwy, Long Beach	10130 S Inglewood Ave, Inglewood
729 W Ave H11, Lancaster	10206-10208 S Inglewood Ave, Inglewood
823 Landsford St, Lancaster	10345 E Ave R14, Littlerock
845 W Olympic Blvd, Los Angeles	10807 Crenshaw Blvd, Inglewood
860 W Holguin St, Lancaster	11057 Ferina St, Norwalk
907-915 Rosecrans Ave, Compton	11839 Widgeon Way, Clearlake
916 W 9th St, Los Angeles	11902 Widgeon Way, Clearlake
940 Francisco St, Los Angeles	12710-18 1/2 Kalnor Ave, Norwalk
944 Francisco St, Los Angeles	12812 Atlantic, Los Angeles
1005-1009 W 95th, Los Angeles	12834 S Atlantic Ave, Compton
1011 Valiant St, Lancaster	12838 S Atlantic Ave, Compton
1017 W 95th St, Los Angeles	12848-12858 State Hwy 20, Clearlake
1023 W Ave H-1, Lancaster	13507-13517 S Alameda St, Compton

1	1103-1107 W Ave L-4, Lancaster	14035-41 Orizaba Ave, Paramount
2	1127 W Ave H6, Lancaster	14405 S Vermont Ave, Vernon
3	1139 W 68th St, Los Angeles	18210 E Ave H-16, Lancaster
4	1140 W Ave H12, Lancaster	18257 E Ave H8, Lancaster
5	1141-1143 Firestone Blvd, Los Angeles	19562 E Ave G, Lancaster
6	1143 S Flower Ave, Inglewood	21366-21370 S Alameda St, Carson
7	1175 Dadash St, Beaumont	31325 Sage Rd, Hemet
8	1183 Dadash St, Beaumont	34925 E 77th St, Littlerock
9	1191 Dadash St, Beaumont	35005 77th St E, Littlerock
10	1193 Dadash St, Beaumont	38651 30th St E, Palmdale
11	1197 Dadash St, Beaumont	38710 10th St E #15, Palmdale
12	1218-1224 Long Beach Blvd, Long Beach	38728 5th St E, Palmdale
13	1253 Boyden Ave, Lancaster	38857-38859 Rambler Ave, Palmdale
14	1274 W Ave H12, Lancaster	42257 8th St E, Lancaster
15	1271-1289 W Jefferson Blvd, Los Angeles	43354 7th St E, Lancaster
16	1321 Boyden Ave, Lancaster	43414 Tranquility Ct, Lancaster
17	1341 W Ave H14, Lancaster	43430 Tranquility Ct, Lancaster
18	1346 W Ave H15, Lancaster	43444 Tranquility Ct, Lancaster
19	1381 S Walnut Ave #270, Anaheim	43460 Tranquility Ct, Lancaster
20	1433 E 61st St, Los Angeles	43507 Serenity Ct, Lancaster
21	1455 W Cerritos Ave, Anaheim	43515 Serenity Ct, Lancaster
22	1522-1528 W 7th St, Los Angeles	43523 Serenity Ct, Lancaster
23	1663-1671 Firestone, Los Angeles	43624 Artesia Mill Ct, Lancaster
24	1803 E Norberry, Lancaster	43625 Poplar Ct, Lancaster
25	1810 Oregon Ave, Long Beach	43643 Stanridge Ave, Lancaster
26	1821 Kettering St, Lancaster	43705 Raysack Ave, Lancaster
27	1822 Park Circle Dr, Lancaster	43712 Raysack Ave, Lancaster
28	1842 Jenner St, Lancaster	43717 Raysack Ave, Lancaster
	1858 W Jefferson Ave, Los Angeles	43724 Raysack Ave, Lancaster
	2018 Astor Ct, Lancaster	43732 Raysack Ave, Lancaster
	2135 Nugent St, Lancaster	43737 Raysack Ave, Lancaster
	2141 E Nugent St, Lancaster	43744 Raysack Ave, Lancaster
	2301 Newgrove, Lancaster	43752 Gadsden Ave, Lancaster
	2305-2309 S Central Ave, Los Angeles	43857 5th St E, Lancaster
	2306 E Norberry, Lancaster	44008 Heaton Ave, Lancaster
	2307 E Nugent, Lancaster	44036 Cedar Ave, Lancaster
	2312 Newgrove, Lancaster	44043 Hoban Ave, Lancaster
	2322 E Norberry, Lancaster	44104 Carolside Ave, Lancaster
	2323 E Nugent, Lancaster	44122 Carolside Ave, Lancaster
	2324 E Newgrove St, Lancaster	44145 Stanridge Ave, Lancaster
	2346 Pecos Ct, Lancaster	44153 Gingham Ave, Lancaster

2502 Randolph St, Huntington Park	44209 Hanstead, Lancaster
2515-2525 1/2 E 54th st, Huntington Park	44226 2nd St E, Lancaster
2518 E Ave K-2, Lancaster	44228 16th St E, Lancaster
2534 E Ave K-2, Lancaster	44244 Carolside Ave, Lancaster
2542 E Ave K-2, Lancaster	44245 Calston Ave, Lancaster
2552 E 57th St, Huntington Park	44323 Date Ave, Lancaster
2631 W Manchester Blvd, Inglewood	44329 17th St E, Lancaster
2901 W Slauson, Los Angeles	44366 3rd St E, Lancaster
2916 W Manchester Blvd, Inglewood	44374 Stanridge Ave, Lancaster
3120 W Albret St, Lancaster	44502 2nd St E, Lancaster
3147 San Luis Dr, Lancaster	44519 Benald St, Lancaster
3501 W Slauson, Los Angeles	44622 Raysack Ave, Lancaster
3517 W Slauson Ave, Los Angeles	44650 27th St E, Lancaster
3732 Via Dolce, Marina Del Rey	44733 21st St W, Lancaster
3803 W Ave F, Lancaster	44839-44841 Division St, Lancaster
4064 E 60th St, Huntington Park	44960 3rd St E, Lancaster
4072 S Figueroa St, Los Angeles	45059 Trevor Ave, Lancaster
4306 Martin Luther King, Jr Blvd, Lynwood	45108 Palm Ln, Lancaster
4317-4323 Crenshaw, Los Angeles	45111 Palm Ln, Lancaster
4320-4326 Crenshaw, Los Angeles	45127 15th St W, Lancaster
4701-4725 S Broadway, Los Angeles	45409 Rodin Ave, Lancaster
4754 W Ave J1, Lancaster	45416 6th St E, Lancaster
5001-5013 S Hoover Ave, Los Angeles	45426 Lorimer Ave, Lancaster
5011 W Adams Blvd, Los Angeles	45433 Lorimer Ave, Lancaster
5217 W Ave L4, Lancaster	45448 12th St W, Lancaster
5269-5273 S Broadway, Los Angeles	45650 Fig Ave, Lancaster
5301 S Western, Los Angeles	47644 40th St W, Lancaster

1 **PEOPLE v. FRANK MCHUGH**

2
3 **EXHIBIT B – COPY OF CERTIFICATION FORM**

4
5 Name: _____

6 Address: _____

7 Employer: _____

8 CSLB License Entity and No. (if applicable): _____

9
10 **REQUIREMENTS RELATING TO THE HANDLING AND MANAGEMENT OF**
11 **ASBESTOS-CONTAINING MATERIAL DURING ALL DEMOLITION AND MAJOR**
12 **RENOVATION PROJECTS**

13
14 I am an agent or employee of Frank McHugh or McHugh Investments or its subsidiaries, and/or a
15 licensed contractor or subcontractor within the State of California employed by Frank McHugh or
16 McHugh Investments or its subsidiaries. By my initials and signature below, I certify that I have
17 read this document and understand each of the requirements listed within it.

18
19 To the extent I am required within the scope of my employment, or as part of my duties as an
20 authorized agent of Frank McHugh, to oversee or conduct the demolition of a building in California
21 that is owned by Frank McHugh (or by any partnership, foundation, corporation, or other entity of
22 which he is the legal or beneficial owner), I agree to abide by the regulations described herein, and
23 any additional regulations not specifically listed herein relating to the proper handling,
24 management, and disposal of asbestos-containing material or waste before, during, or after
25 demolition or renovation as required by law. I understand that this document is not a complete list
26 of my obligations, and that it is my responsibility to fully educate myself as to all relevant
27 regulations governing proper handling, management, and disposal of asbestos-containing material
28 or waste on any work site.

1 I agree that, after signing this document, should I have questions relating to the handling,
2 management, or disposal of asbestos-containing material or waste before, during, or after any
3 future demolition or renovation, I will contact my local air district and the local environmental
4 health department for instructions and guidance.
5

6 *Pre-Demolition or Renovation Requirements:*

7 ____ Prior to beginning any demolition or renovation, the property owner or project operator (i.e.,
8 supervising contractor or subcontractor) must thoroughly survey the affected structure or any part
9 thereof for the presence of any asbestos-containing material. The survey must be performed by a
10 Certified Asbestos Consultant ("CAC") who is certified within the State of California.
11

12 ____ "Regulated Asbestos-Containing Material" ("RACM") means friable asbestos-containing
13 material, or nonfriable asbestos-containing material that has or will become friable. "Friable"
14 means asbestos-containing material that may become or has become crumbled, pulverized, or
15 reduced to powder by the forces expected to act on the material in the course of demolition,
16 renovation, or use.
17

18 ____ For every demolition or renovation, even where no RACM is present, a written plan or
19 notification must be provided to the local air district at least fourteen (14) days prior to starting
20 demolition or renovation. "Renovation" is the altering of a facility or the removing or stripping of
21 one or more facility components in any way, including, but not limited to, stripping or removal of
22 RACM from one or more facility components, retrofitting for fire protection, and the installation
23 or removal of HVAC systems. This written plan or notification must include the results of the
24 survey by the CAC, including his/her sampling report and laboratory analysis.
25

26 ____ The plan or notification provided to the air district must also include, in part: 1) an estimate
27 of the approximate amount of RACM to be removed; 2) an estimate of the approximate amount of
28

1 nonfriable RACM that will not be removed before demolition; 3) the procedures used to locate
2 and identify the presence of RACM, including analytical lab methods, and; 4) a description of
3 work practices and engineering controls to be used, including dust control procedures for asbestos
4 removal and waste handling.

5
6 ____ Demolition or major renovation on any structure or any part thereof may not begin without
7 approval from the local air district.

8
9 *Demolition or Renovation Requirements:*

10 ____ Visible dust emissions to the outside air are not permitted. All exposed RACM must be kept
11 adequately wetted during cutting, stripping, demolition, renovation, removal, and handling both
12 inside and outside of a building. Requests for dry removal of RACM with a HEPA ventilation and
13 filtration system or a glovebag system must be submitted to the air district for advance approval.

14
15 ____ Any building, structure, room, facility, or installation from which RACM is being stripped
16 or removed must be isolated by physical barriers from the outside air.

17
18 ____ No RACM can be stripped or removed without a representative on-site, such as a foreman
19 or management-level person, who certifies that he or she is familiar with and has received training
20 regarding asbestos work practice regulations, including, but not limited to, notification
21 requirements, adequate wetting, waste disposal work practices, and reporting and recordkeeping
22 requirements. The representative must be present for the entirety of any stripping or removal of
23 RACM on-site. Evidence that the representative has completed the required training must be
24 posted at the demolition or renovation site.

1 ____ If RACM is not discovered until after demolition or renovation begins, and as a result, cannot
2 be safely removed, the asbestos-contaminated debris must be kept adequately wet at all times until
3 lawfully disposed of.

4
5 ____ All RACM that has been removed or stripped must be kept adequately wetted at all times,
6 stored in transparent leak-tight containers, labeled with the name of the waste generator and the
7 location at which the waste was generated, and stored in a secured and locked area until collected
8 for transport to a waste disposal site.

9
10 *Post-Demolition or Renovation Requirements:*

11 ____ Where it was determined from the pre-demolition survey that the nonfriable asbestos-
12 containing material present on-site contained more than one percent (1%) of asbestos, and would
13 become friable in the course of demolition or renovation activities, any of the asbestos-containing
14 waste subsequently generated during demolition or renovation is presumed hazardous within the
15 State of California, and must be handled, managed, transported, and disposed of as a hazardous
16 waste.

17
18 ____ Any asbestos-containing waste transported off-site for disposal must be manifested as a
19 hazardous waste. A copy of the manifest must be provided to the local air district and the local
20 environmental health department within forty-five (45) days of the date that the waste was first
21 accepted on-site by the initial transporter.

22
23 Date: _____, 2017

By: _____

24 (signature)

25
26 _____
27 (print name)
28

PEOPLE v. FRANK MCHUGH

EXHIBIT C – CIVIL PENALTIES

PAYEE	PURPOSE	AMOUNT	DATE DUE
Department of Toxic Substances Control – Office of Criminal Investigations	Penalty	\$19,375.00	10 days from Effective Date
Toxic Substances Control Account	Penalty	\$38,750.00	10 days from Effective Date
Lake County Office of the Treasurer	Penalty	\$3,550.00	10 days from Effective Date
Lake County Office of the District Attorney	Penalty	\$46,000.00	10 days from Effective Date
TOTAL:		\$107,675.00	

PEOPLE v. FRANK MCHUGH

EXHIBIT D – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

PAYEE	PURPOSE	AMOUNT	DATE DUE
Department of Toxic Substances Control – Office of Criminal Investigations	SEP	\$30,000.00	10 days from Effective Date
Lake County Air Quality Management District	SEP	\$20,000.00	10 days from Effective Date
California District Attorneys' Association – Circuit Prosecutor Project	SEP	\$50,000.00	10 days from Effective Date
TOTAL:		\$100,000.00	

PEOPLE v. FRANK MCHUGH

EXHIBIT E – REIMBURSEMENT OF COSTS

PAYEE	PURPOSE	AMOUNT	DATE DUE
Department of Toxic Substances Control – Hazardous Waste Control Account	Reimbursement of Costs	\$55,805.78	10 days from Effective Date
Lake County Air Quality Management District	Reimbursement of Costs	\$3,130.59	10 days from Effective Date
Lake County Department of Environmental Health	Reimbursement of Costs	\$6,214.44	10 days from Effective Date
TOTAL:		\$65,150.81	